SUMMARY OF AWARDS
OF THE
NATIONAL WAR LABOR BOARD

UPON
RIGHT TO ORGANIZE
WOMEN IN INDUSTRY
HOURS OF LABOR

BY

ROBERT P. REEDER.

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Upon the important subjects with which it deals this pamphlet is a substantially complete summary of the Awards of the National War Labor Board down to February 25th, 1919.

A complete summary of the Awards upon all subjects with which they have dealt, brought down to the date of publication, will probably be printed within a few weeks.

R. P. R.

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SUMMARY OF AWARDS

OF THE

NATIONAL WAR LABOR BOARD.

INTRODUCTORY.

In January, 1918 the Secretary of Labor, upon nomination of representatives of labor and capital, appointed a War Labor Conference Board to devise for the period of the war a method of labor adjustment which would be acceptable to employers and to employees. In March that Board recommended that a National War Labor Board be established and that it be directed to observe principles and follow methods which the Conference Board outlined in its report. The Secretary of Labor appointed as members of the National War Labor Board the men who had been members of the Conference Board. On April 8, 1918, the President by proclamation approved of and confirmed those appointments and the principles and methods which had been recommended by the Conference Board.

Those principles are set forth hereafter in underlined portions of the text. Accompanying each section is a statement of the manner in which the Board has applied those principles.

The Board declared, in a resolution adopted July 31, 1918, "That for the present the Board or its Sections should consider and decide each case involving these principles on its particular facts and reserve any definite rule of decision until its judgments have been sufficiently numerous and their operation

sufficiently clear to make generalization safe." A survey of the Awards, however, may enable the reader to generalize as to the probable attitude of the Board towards some of the specific problems which may come before it.

THERE SHOULD BE NO STRIKES OR LOCKOUTS DURING THE WAR

The Board has repeatedly refused to pass upon complaints where the complaining employees were on strike.

See, for example, last paragraph in Interpretation of Award in Newsprint Paper case, Docket No. 35 , 7/26/18.

In the Bridgeport case,

No. 132, 8/28/18.

some of the employees who were dissatisfied with the Award went out on strike. The President thereupon wrote to them on Sept. 13, 1918, as follows:- "I desire that you return to work and abide by the Award. If you refuse, each of you will be barred from employment in any war industry in the community in which the strike occurs for a period of one year. During that time the United States Employment Service will decline to obtain employment for you in any war industry elsewhere in the United States, as well as under the War and Navy Departments, the Shipping Board, the Railroad Administration, and all other Government agencies, and the draft Boards will be instructed to reject any claim of exemption based on your alleged usefulness on war production."

On Sept. 17 the President was obliged to write to several employers of these men as follows:- "The men at a meeting voted to return to work, but I am informed by their representative that the manufacturers refuse to reinstate their former employees. In view of the fact that the workmen have so promptly complied with my directions, I must insist upon the reinstatement of all these men."

In the Smith & Wesson case,

No. 273, 8/21/18.

the employing company refused to comply with the Recommendation and thereupon, by direction of the President, the War Department took over the plant and operated it.

RIGHT TO ORGANIZE.

"The right of workers to organize in trade-unions and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the employers in any manner whatsoever.

"The right of employers to organize in associations or groups and to bargain collectively through chosen representatives is recognized and affirmed. This right shall not be denied, abridged, or interfered with by the workers in any manner whatsoever.

"Employers should not discharge workers for membership in trade-unions, nor for legitimate trade-union activities.

"The workers, in the exercise of their right to organize, should not use coercive measures of any kind to induce persons to join their organizations nor to induce employers to bargain or deal therewith."

Rule restated in many Awards.

This rule has been restated in a number of the Awards, either as it has just been quoted

> Sloss-Sheffield Steel & Iron Co., 12, 7/31/18; Smith & Wesson Co., 273, 8/21/18; Detroit Patternmakers, 158, 12/10/18; Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18; Butterick Publishing Co., 752, 1/15/19.

or in briefer form.

> See language quoted in note in section on Collective bargaining and also Nos. 21, 21a, 21b, 35, 40, 130, 132, 146, 159, 195, 297, 627, 627a, 627 b, 641.

Interference with union activity forbidden.

Employers are forbidden to discriminate against workers because of membership in the unions or for legitimate trade union activities.

> Waynesboro cases, 40, 7/11/18; National Refining Co., 97, 8/28/18; N.Y. Consolidated R. R. (Brooklyn Rapid Transit System) 283, 10/24/18; Standard Wheel Co., 176, 10/25/18; Corn Products Refining Co., 130, 11/21/18; General Electric Co., Schenectady, 127 sup., 11/22/18. See also Detroit United Ry. Co., 32, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18; Dayton St. Ry. Co., 150, 10/24/18; Sinclair Refining Co., 395, 11/20/18; Ohio Elec. Ry. Co., Lima City Lines, 296, 1/15/19; Madison Machinists, 195, 2/18/19; and recommendations in the following cases: Columbus Railroad Co., 302, 10/24/18; Jacksonville Traction Co., 83, 2/4/19; American Can Co., 694, 2/11/19.

In a number of cases in which employees had been discharged for such reasons the Board ordered their reinstatement with compensation for all that they had lost by reason of their discharge.

> General Electric Co., Lynn, 231, 10/24/18; National Car Coupler Co., 328, 11/19/18; Corn Products Refining Co., 130, 11/21/18; Klieber-Dawson Machine Co., 221, 11/21/18; Georgia Ry. & Power Co., 159, 12/5/18; Western Drop Forge Co., 334, 1/29/19. See also Columbus Ry., P. & L. Co., 146, 7/31/18; National Refining Co., 97, 8/28/18; Standard Wheel Co., 176, 10/25/18; Sinclair Refining Co., 395, 11/20/18; Savannah Electric Co., 748 sup., 1/28/19; and recommendations in the following cases: Smith & Wesson Co., 273, 8/21/18; New York Consolidated R. R. (Brooklyn Rapid Transit System) 283, 10/24/18; Columbus Railroad Co., 302, 10/24/18; Bethlehem Steel Co., North Lebanon Plant, 401, 1/15/19; Eastern Steel Co., 418, 1/15/19; Imperial Electric Co., 520, 1/15/19; Columbia Metal Box Co., 772, 1/15/19; American Can Co., 694, 2/11/19; Kansas City Structural Steel Co., 495, 2/12/19. Examiners were directed to pass upon claims of men that they had been discharged for union membership or activity in National Refining Co., 97, 8/28/18; Standard Wheel Co., 176, 10/25/18; Klieber-Dawson Machine Co., 221, 11/21/18, and in plants specified in Report of Committee on Various Plants of the General Electric Co., approved by Board 1/15/19.

So also the Board has forbidden the blacklisting of union men;

Sloss-Sheffield Steel & Iron Co., 12, 7/31/18.

it has forbidden employers to make with their employees individual contracts which deter their employees from joining unions;

Omaha & Council Bluffs St. Ry. Co., 154, 7/31/18. See also Smith & Wesson Co., 273, 8/21/18; General Electric Co., Pittsfield, 19, 7/31/18.

it has held that peaceful participation in a strike should not be a bar to re-employment;

Savannah Electric Co., 748 sup., 1/28/19. See also National Refining Co., 97, 8/28/18.

and it has referred to the War Department evidence that employers had misused the selective draft law in order to punish union men.

Bethlehem Steel Co., 22, 7/31/18. See also Bridgeport Munition Workers, 132, 8/28/18.

It is not sufficient for the company to countenance a company union;

New York Consolidated R. R. (Brooklyn Rapid Transit System) 283, 10/24/18.

in fact, the company may not compel the men to join a beneficial organization conducted by the company;

Standard Wheel Co., 176, 10/25/18; Corn Products Refining Co., 130, 11/21/18; Midvale Steel & Ordnance Co., 129, 2/11/19. But see requirements which were sustained in Sloss-Sheffield Steel & Iron Co., 12, 7/31/18.

but the employees must be allowed to become members of any legitimate labor organization without interference upon the part of the company. As the Board said in the case of the N. Y. Consolidated R. R.,

(Brooklyn Rapid Transit System) 283, 10/24/18.

"The right of the workers of this company freely to organize in trade unions, or to join the same, and to bargain collectively, is affirmed, and discharges for legitimate union activities, interrogation of workers by officials as to their union affiliations, espionage by agents or representatives of the company, visits by officials of the company to the neighborhood of the meeting place of the organization for the purpose of observing the men who belong to such unions, to their detriment as employees of the company, and like actions, the intent of which is to discourage and prevent men from exercising this right of organization, must be deemed an interference with their rights as laid down in the Principles of the Board."

Under ordinary circumstances an employer cannot object to the wearing of a union button by an employee even while he is on duty;

Columbus Ry., Power & Light Co., 146, 7/31/18.

but if the wearing of the button actually causes lack of cooperation between the union and the non-union employees the company may forbid the use of such a symbol during working hours, altho, of course, the men are entitled to wear it when they are off duty.

Georgia Ry. & Power Co., 159, 12/5/18.

In the case of the Corn Products Refining Co.,

130, 11/21/18.

the Award, with the acquiescense of the company, provided that employees, upon giving proper notice, must be permitted to absent themselves without pay to attend union conventions; but in two later cases

Chio Elec. Ry. Co., Lima City Lines, 296, 1/15/19; Ohio Elec. Ry. Co., Lima Interurban Lines, 627, 1/15/19.

the Board decided that the granting of leaves of absence to committees representing employees was a matter to be settled between the company and the employees, altho specific grievances might be presented to the Board for decision.

The Corn Products Award also provided that in case of reductions in the force seniority must be given preference, and that employment must be accepted proof of general competency, so that statement of specific incompetency must be given a dismissed employee upon demand of himself or his representative.

Collective bargaining.

Except where a union was recognized by the employer before the submission of a controversy to the Board, the employer is usually under no obligation to recognize the union.

See authorities in section on Representation of workers by outside agents.

But the workers have the right to organize for bargaining collectively through their chosen representatives,

Newsprint Paper, 35, 6/27/18; St. Joseph Lead Co., 16, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Columbus Ry., L. & P. Co., 146, 7/31/18; Smith & Wesson Co., 273, 8/21/18; Bridgeport Munition Workers, 132, 8/28/18; A. M. Byers Co., 134, 9/13/18; Saginaw Machinists, 147, 10/25/18; Reading Iron Co., 416, 11/19/18; Union Carbide Co., 174, 1/15/19. See also General Electric Co., Pittsfield, 19, 7/31/18; recommendations in American Can Co., 694, 2/11/19; Huntington Steel Foundry Co., 640, 2/18/19; and next note.

and it is the duty of the companies to recognize and deal with

committees after they have been constituted by the employees.

> Waynesboro cases, 40, 7/11/18; Columbus Ry., L. & P. Co., 146, 7/31/18; Corn Products Refining Co., 130, 11/21/18; recommendations in Nos. 21, 21a, 21b, 419, 420, 421, 422, 422 a, 422 b, 784.
> The following clause appears in a number of Awards or Recommendations:- "The principles upon which the National War Labor Board is founded guarantee the right to employees to organize and to bargain collectively, and there shall be no discrimination or coercion directed against proper activities of this kind. Employees in the exercise of their right to organize shall not use coercive measures of any kind to compel persons to join their unions, nor to induce employers to bargain or deal with their unions. As the right of workers to Bargain collectively through committees has been recognized by the Board the company shall recognize and deal with such committees after they have been constituted by the employees:" Nos. 16, 94, 97, 106, 110, 134, 147, 174, 176, 201, 232, 243, 258, 328, 334, 355, 393, 397, 400, 401, 416, 418, 419, 420, 421, 422, 422 a, 422 b, 585, 594, 619, 693, 739, 772, 775, 879, 880, 913, 914, 914 a, In a few of these cases (94, 147, 176, 258, 334, 693, 775, 880), the Board amplified the statement in the last sentence.

In a number of instances the Board has felt that differences between workers and their employers could probably be adjusted by collective bargaining and has provided for such collective action,

> See note following this one and also section on Duties of committees.

saying that the Board itself would decide some particular matters in dispute only if the parties were unable to reach an agreement.

> Bethlehem Steel Co., 22, 7/31/18; Smith & Wesson Co., 273, 8/21/18; Bridgeport Munition Workers, 132, 8/28/18; General Electric Co., Lynn, 231, 10/24/18; Virginia Bridge & Iron Co., 47, 10/24/18; Saginaw Machinists, 147, 10/25/18; Standard Wheel Co., 176, 10/25/18; National Car Coupler Co., 328, 11/19/18; St. Louis Coffin Co., 258, 11/19/18; Red Star Milling Co., 110, 1/15/19; Bethlehem Steel Co., North Lebanon Plant, 401, 1/15/19; American Clay Machinery Co., 879, 1/15/19. See also American Sheet & Tin Plate Co., 232, 1/15/19;

Bedford Stone Club, 397, 1/15/19; Eastern Steel Co., 418, 1/15/19. The Award in American Locomotive Co., Schenectady, 61, 10/9/18, was superseded by an agreement between the company and the two unions on 10/24/18.

Committees established for collective bargaining.

Of course, collective bargaining can be carried on regardless of any procedural rules laid down by the Board if the parties in interest agree among themselves. But in a number of cases in which the parties did not agree as to the course to be followed, the Board has established rules for collective bargaining between the parties. The Board, however, has not laid down an invariable rule as to the composition of the committees, the method of choosing representatives and the duties of the committees which applies alike to all cases.

Awards as to the composition of the committees.

In some cases in which thousands of employees were involved the Board has created shop or departmental committees to adjust disputes which the employees are unable to adjust with the shop foremen and the division superintendents, and has directed the department or shop committees to meet annually and select from among their number a committee of three employees, known as the committee on appeals, to meet with the management for the purpose of adjusting disputes which the department committees have been unable to adjust.

General Electric Co., Pittsfield, 19, 7/31/18; Smith & Wesson Co., 273, 8/21/18. The same types of committees are created in General Electric Co., Lynn, 231, 10/24/18.

In the Bethlehem

22, 7/31/18.

and Bridgeport

132, 8/28/18.

cases it went further and created local boards of three members from each side to bring about agreements on disputed issues not covered by the decisions of the War Labor Board in those cases. The boards were to be presided over by a chairman appointed by the Secretary of War. In the Bethlehem case the members of the Board were to be compensated by the parties whom they represented.

A somewhat different Award decided that the shop committee should be elected "in conformity with the plan approved by the Board" but also provided that the administrator, in conference with both sides, should determine the size and membership of the shop committee.

Pittsfield M. & T. Co., 337, 11/21/18.

The Corn Products Refining Co., Award

130, 11/21/18.

provided for department committees of three employees and a general plant committee of five employees to be elected by the members of the department committees: the plant committee should endeavor to adjust grievances which the department committees were unable to adjust: if it were unsuccessful, the matter might be referred to the National War Labor Board or such other agency as the company and the committee might agree upon.

Other Awards simply called for the election of shop committees to represent the employees: in case of disagreement between committees and company controversies were to be brought before the Board.

> Mason Machine Works, 111, 10/9/18; United Eng. & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4a, 10/11/18; Virginia Bridge & Iron Co., 47, 10/24/18; Saginaw Machinists, 147, 10/25/18; Standard Wheel Co., 176, 10/25/18. See also B. F. Sturtevant Co., 393, 1/30/19. In St. Louis Coffin Co., 258, 11/19/18, in case of disagreement concerning arrangements affecting health, comfort and working efficiency, appeal was to be made not to the Board but to the local inspectors. In N. Y. C. I. W. Co., Hagerstown, 297, 9/26/18, the parties agreed as to the composition and election of the committees.

A number of Awards provided for a permanent committee of two members from each side to deal with questions of hours and overtime,

> American Locomotive Co., Schenectady, 61, 10/9/18; Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Saginaw Machinists, 147, 10/25/18; Standard Wheel Co., 176, 10/25/18; Molders, Ridgway, 349, 12/20/18; Molders, Williamsport, 355, 12/20/18. The parties in American Locomotive Co., Schenectady, subsequently agreed upon a substitute for the Award which omitted this provision.

classification,

> Power to change minimum wages for classes as established in the Award and to establish new rates for additional classes, subject to the general principles laid down in the Award: Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18. Classification of machinists: B. F. Sturtevant Co., 393, 1/30/19.

or wages and working conditions,

> Recommendation in Smith, Drum & Co., 641, 1/15/19, the decisions of three members to be binding, but nothing said as to course if three members should not agree.

the decision of three members to be binding: in case of a tie vote the decision of the examiner to be binding, except that from his decision an appeal might be made to the Board.

> Pending action by the Board the decision of the examiner was to remain in force.

In the Wheeling Molders case,

> 37 b, 9/16/18.

the Umpire decided that a committee of two members from each side should be created to deal with overtime work, and that overtime should not be worked without the consent of at least three members of that committee. In the Newsprint Paper case

> 35, 6/27/18. See also 35 sup., 7/26/18, sup., 1/28/19.

committees of five members from each side were directed to endeavor to reach an agreement upon several problems; in other respects the conditions in force on a named date were to remain in force unless changed by mutual consent of the committees.

In several cases it was decided that the examiner should provide for minority representation wherever practicable;

> General Electric Co., Pittsfield, 19, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Smith & Wesson Co., 273, 8/21/18.

and in two cases it was decided that at least one woman should be on the shop committees.

> Standard Wheel Co., 176, 10/25/18; B. F. Sturtevant Co., 393, 1/30/19.

While the committees are usually representative of the several departments of a plant,

See Hayes Pump & Planter Co., 693, 2/12/19, and Worthington Pump & Mach., Corp., Cudahy, 163, 12/20/18.

the Awards do not uniformly require the observance of this practice.

See Omaha & Council Bluffs St. Ry. Co., 154 sup., 1/3/19; Decker & Sons, 235, 2/12/19; Madison Machinists, 195, 2/18/19.

Awards as to elections.

In several cases

General Electric Co., Pittsfield, 19, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Smith & Wesson Co., 273, 8/21/18.

the Board provided for the holding of the election of department committees by the workers in some convenient public building in the neighborhood of the plant, to be selected by the examiner in charge or in case of his absence by some impartial resident of the town to be selected by the examiner, and provided that the examiner or his substitute should conduct the election. In a later Award

Saginaw Machinists, 147, 10/25/18.

it provided for the holding of the election "in the place where the largest total vote of the men can be secured consistent with fairness of count and full and free expression of choice, either in the shop or some convenient public building as the parties themselves shall agree upon." And in the Corn Products Refining Co. decision

130, 11/21/18.

it declared that the committees should be "elected by secret ballot in such manner and place and under such conditions as the employees may determine, without influence or interference by the company or any of its superintendents or foremen."

The Award in B. F. Sturtevant Co.

393, 1/30/19.

provided that the election should be by secret ballot "with all men and women machinists eligible to vote."

In Midvale Steel & Ordnance Co.

129, 2/11/19.

the Board decided that an examiner should be sent to the plant in order to ascertain whether the existing shop committees had been fairly elected and whether the existing system of collective bargaining provided proper means for amendment in case the employees desired to make changes in the system, and the Board provided for a reelection or the making of changes in the system if either or both courses should appear to be necessary

Election plan outlined by the Joint Chairmen.

On Oct. 4, 1918, the Joint Chairmen approved a plan for the election of shop committees which provided for the selection of one committeeman for each one hundred employees in each department or section of the shop, for the nomination of candidates, for the holding of elections in the shop or some convenient public build-

ing as the Chief Examiner shall decide, the election to be conducted under the supervision of the examiner in charge, who is to select as assistants two or more employees of the department or section for which the election is held, and who is to be further assisted by some employee, selected by the employer, who is qualified to identify the voters as bona fide employees. The election is to be held by secret ballot, and the foremen and other officials of the company are to absent themselves from the election. After the first election the procedure may be changed by agreement between the employer and the committee. Provision is to be made for reports by the shop committees from time to time to their respective constituencies.

> These rules for the election of shop committees are printed in full at the end of this Summary.

It must be noted, however, that this plan was not followed literally in all of the subsequent Awards,

> See citations in section on Awards as to the composition of the committees.

that it does not apply to all types of committees and that it must be subject to modifications in some cases. It is not probable that in a plant employing less than one hundred workers the workers would be restricted to one committeeman or that in a plant employing many thousands of workers the actual bargaining with the management would be done by a committee which had one representative for every one hundred voters.

Modification in administration of Awards.

In fact, in the administration of the Bethlehem decision the instructions from the Chief Administrator to the examiner in charge call for the selection by the department or craft committees of executive committees of from three to five men in order to obviate the unwieldy character which committees of much greater size would exhibit, and the members of the several executive committees in turn unite to form the central works committee. The entire membership of the shop committees, however, participates in the selection of the representatives of the employees on the local board of mediation and conciliation.

Duties of committees.

The subject-matters with which the committees have been called upon to deal have varied widely. In one case a joint committee was directed to try to establish uniform classifications, working conditions and wage schedules throughout the industry.

Newsprint Paper, 35, 6/27/18. See also Saginaw Machinists, 147, 10/25/18.

In other cases committees were directed to deal with the employment of men on work outside their trade,

Sinclair Refining Co., 395, 11/20/18.

discharges without sufficient cause,

Sinclair Refining Co., 395, 11/20/18.

wage scales,

Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; General Electric Co., Lynn, 231, 10/24/18; Standard Wheel Co., 176, 10/25/18; National Car Coupler Co., 328, 11/19/18. See also recommendations in Connersville Blower Co., 243, 11/21/18; Bethlehem Steel Co., North Lebanon Plant, 401, 1/15/19; Eastern Steel Co., 418, 1/15/19; Smith, Drum & Co., 641, 1/15/19; Columbia Metal Box Co., 772, 1/15/19.

"Shall meet with the management to establish such classifications and minimum rates of pay as may seem to them necessary:" Saginaw Machinists, 147, 10/25/18.

The joint committee "may from time to time change the minimum rates for the classes hereby established, and may provide new rates for additional classes," subject to the general principles laid down in the Award: Umpire's Award in Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18.

"For the purpose of ascertaining the recognized prevailing wage scales in the cities named in this Award an administrator shall be designated by the Secretary, who, together with one representative of the employees and one of the company, shall determine such scales: "Corn Products Refining Co., 130, 11/21/18.

wages and other conditions of employment,

Bethlehem Steel Co., 22, 7/11/18; Smith & Wesson Co., 273, 8/21/18.

including provisions for the health, comfort and working efficiency of the employees,

St. Louis Coffin Co., 258, 10/19/18.

wages, hours, working and sanitary conditions and all other matters affecting the interests of the employees,

Uniform recommendation in American Sheet & Tin Plate Co., 232, 1/15/19; Bedford Stone Club, 397, 1/15/19; Standard Steel Car Co., 914, 914 a, 1/15/19.

Hours, wages and working conditions: Corn Products Refining Co., 130, 11/21/18.

hours and overtime,

Wheeling Molders case, 37 b, 9/16/18; American Locomotive Co., Schenectady, 61, 10/9/18; Mason Machine Works, 111,

10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Saginaw Machinists, 147, 10/25/18; Standard Wheel Co., 176, 10/25/18; American Locomotive Works, Paterson, 338, 11/20/18; Connersville Blower Co., 243, 11/21/18.

holidays,

Bethlehem Steel Co., 22, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18.

and weekly work periods,

Bethlehem Steel Co., 22, 7/31/18. See also Metal Trades of Denver, 178, 10/25/18.

piecework rates,

Bethlehem Steel Co., 22, 7/31/18; St. Louis Car Co., 4 a, 10/11/18.
Piece-rate practices and rates: Corn Products Refining Co., 130, 11/21/18.

payment for special services,

Reading Iron Co., 416, 11/19/18.

payment of less than established minimum rates to persons physically incapacitated or to some beginners,

St. Louis Car Co., 4 a, 10/11/18; Willys-Overland Co., 95, 10/11/18; Reading Iron Co., 416, 11/19/18.

establishment of an apprentice system,

St. Louis Car Co., 4 a, 10/11/18; St. Louis Coffin Co., 258, 10/19/18.

and matters not settled in the Award.

Bridgeport Munition Workers, 132, 8/28/18; 9/4/18; cases in last note in section on Collective bargaining; and also B.F. Sturtevant Co., 393, 1/30/19; American Can Co., 694, 2/11/19; Decker & Sons, 235, 2/12/19; Parlin & Orendorff, 585, 2/12/19.

EXISTING CONDITIONS.

"In establishments where the union shop exists the same shall continue, and the union standards as to wages, hours of labor, and other conditions of employment shall be maintained."

Union shop to continue unionized.

The Board has ruled that where a shop had been unionized before the establishment of the Board the shop should continue unionized;

> Gem Metal Products Corp., 591, 12/17/18; Recommendation in Crown Cork & Seal Co., 830, 2/11/19. In Little Rock Laundries, 233, 11/19/18, where there had been a closed shop contract between the union and the employers up to May 1, 1918, but the employers did not want to have any further relations with the union, the Board ordered that the form of that agreement should be the form of an agreement to be entered into between the same parties except insofar as they might mutually agree to modify it, altho the Award raised and equalized wages and dealt with sanitary conditions.

and that where an employer had recognized some unions and had not recognized others,

> St. Louis Coffin Co., 258, 11/19/18; Corn Products Refining Co., 130, 11/21/18.

or where some of the employers who came within an Award had unionized their plants and others had not done so,

> Award, Machinists, Philadelphia, 400, 12/20/18; Findings, Machinists, Philadelphia, 400, 12/20/18.

the employers should continue to negotiate with union committees to the same extent as theretofore, altho they were not obliged to further unionize their plants. It has even held that where building trade contractors had entered into contracts with the unions under which their employees were not obliged to work with non-union

men, a manufacturing company which knew or should have known of these conditions should not employ its own maintenance men upon construction work for it coincidentally with the contractors' men unless its maintenance men were members of the same unions and received the same wages.

> Eastman Kodak Co., 677, 1/16/19. See also Omaha Bldg. Trades Council, 972, 2/12/19. Where, however, electrical employees of companies which had always maintained closed union shops proposed agreements with the companies which so classified patrolmen as to bind the companies to employ only journeymen linemen, whereas other special qualifications, such as ability to use snowshoes and traverse rough country, were equally important, the Board refused to grant the proposed classification, but recommended that the companies grant the patrolmen union conditions and otherwise treat with them as organized employees: Montana Power Co., 583, 2/13/19.

In other cases, without abrogating contracts between unions and employers, the Board has under submission agreements made increases in wages.

> Indianapolis Painters, 62, 9/27/18; Pressmen's Union of Chicago, 105, 9/27/18; Philadelphia Carpenters and Joiners, 315, 11/19/18; Printers' League, N. Y. 446, 11/19/18; Cincinnati Traction Co., 408, 11/21/18; Pressmen's Union, N. Y., 446 a, 12/6/18; Typographical Union, 446 b, 12/6/18; Paper Cutters' Union, 446 c, 12/6/18; Bindery Women's Union, 446 d, 12/6/18; Paper Handlers' Union, 446 e, 12/6/18; Press Feeders' Union, 446f, 12/6/18. See also Joplin & Pittsburg Ry. Co., 23, 7/31/18; Detroit United Ry. Co., 32, 7/31/18; Pollak Steel Co., 102, 8/21/18; Philadelphia Painters, 230, 11/19/18; Wilkesbarre cases, 638, 2/20/19.

"In establishments where union and nonunion men and women now work together and the employer meets only with employees or representatives engaged in said establishments, the continuance of such conditions shall not be deemed a grievance. This declaration, however, is not intended in any manner to deny the right or discourage the practice of the formation of labor unions or the joining of the same by the workers in said establishments, as guaranteed in the last paragraph, nor to prevent the War Labor Board from urging or any umpire from granting, under the machinery herein provided, improvement of their situation in the matter of wages, hours of labor, or other conditions as shall be found desirable from time to time.

"Established safeguards and regulations for the protection of the health and safety of workers shall not be relaxed."

Representation of workers by outside agents.

As a general rule an employer is not obliged to contract with a union or to deal with a representative of the employees who is not himself an employee unless the employer has been so acting before the submission of the controversy to the Board.

St. Joseph Lead Co., 16, 7/31/18; A. M. Byers Co., 134, 9/13/18; Dayton St. Ry. Co., 150, 10/24/18; St. Louis Coffin Co., 258, 11/19/18; Commonwealth Steel Co., 472, 11/19/18; Machinists, Philadelphia, 400, 12/20/18; Ohio Elec. Ry. Co., Lima Interurban Lines, 627, Zanesville Lines, 627 a, Springfield Interurban Lines, 627 b, 1/15/19. See also Detroit United Ry. Co., 32, 7/31/18; Columbus Ry., P. & L. Co., 146, 7/31/18; Estate Stove Co., 53, 9/13/18; Columbus Railroad Co., 302, 10/22/18; Georgia Ry. & Power Co., 159, 12/5/18; Savannah Electric Co., 748 sup., 1/28/19; Emerson-Brantingham Co., Batavia, Ill. 106, 1/29/19; Western Drop Forge Co., 334, 1/29/19; Findings in Bridgeport Munition Workers, 132, 8/28/18.

Umpire Lind decided, however, that under special circumstances the refusal to meet a chosen representative of the men who is not an employee may constitute a grievance.

Niles-Bement-Pond Co., Plainsfield, N. J., 339, 12/9/18. In the case then before him the company had for years dealt with a business agent of the union. In December, 1916, a recently appointed manager refused to deal with that agent but sometime afterwards granted an increase of wages which had been sought. The right of the men to be represented by an outsider, therefore, remained in abeyance so far as the men were concerned until May, 1918, when the company again refused to deal with that agent. In August, 1918, there was a strike of all but one of the men employed in the plant, which ended on submission to the Board. The Umpire held that under the circumstances of this case the refusal to deal with the business agent constituted a grievance. "In an establishment where the practice had been uniform one way or the other, it was quite natural for the Board to lay down the rule that the continuance of such practice during the war should not constitute a grievance, but where, as in this case, there had been an apparently arbitrary change, such a change might well constitute a grievance."

Recognition of union.

As was said by the Joint Chairmen when acting as arbitrators in the Omaha & Council Bluffs Street Railway Co. case,

154 sup., 1/3/19.

while "the rules of the Board permit an employer to insist that in the negotiations between him and his employees he may deal only with his employees, and only with representatives of his employees who are his employees," they do "not prevent his employees through the agency of any union to which they may belong to adopt any method prescribed by the union for the selection of a committee of employees to represent the union men in his employ. ...The words 'recognition of the union' have had an artificial and an improper meaning given to them by employers. They have been too technical in their treatment of committees of their employees who have come to them to represent their union employees, when they have said to such a committee 'Do you represent the union,' and 'if you do we decline to deal with you.' The question is not whether they represent the union. The question is whether they, being employees, represent other employees, and if that is the fact, their mere refusal to say that they do not represent the union, or their admission that they do, does not imply a contract dealing with the union or any organization in the sense in which the War Labor Board understands the term. We think that due to the pride of the men in their union and organization, and the technical sensitiveness of the employer, many troubles have arisen that might have been completely avoided by a clear understanding of the view of the National War Labor Board in this regard."

Protecting health and safety of workers.

In protecting the health and the safety of workers the Board has ordered an electric company to furnish to the workers the necessary rubber appliances to protect them in case of high voltage and to furnish rubber coats and boots to the workers in inclement weather;

Northern Indiana Gas & Electric Co., 45, 11/22/18.

it has declared that safety appliances conforming to recognized state and federal standards should be maintained, and adequate sanitary and toilet facilities should be provided;

Standard Wheel Co., 176, 10/25/18; National Car Coupler Co., 328, 11/19/18; Molders, Williamsport, 355, 12/20/18. See also Corn Products Refining Co., 130, 11/21/18.

it has ordered that safe and proper sanitary conditions be established and maintained, and reasonable conveniences for the workers be provided;

Little Rock Laundries, 233, 11/9/18.

and it has not only decided that a sufficient number of sanitary drinking fountains, toilets, lockers and bathing facilities should be installed in all departments and kept in a clean and sanitary condition,

National Refining Co., 97, 8/28/18; Sinclair Refining Co., 395, 11/20/18.

but it has ordered that sanitary drinking fountains be installed so that they could be packed with ice from May 15th to Oct. 15th of each year,

National Refining Co., 97, 8/28/18.

and that ventilators be installed and sufficient heat supplied in the shop in cold weather to make the shop a comfortable and healthful place in which to work.

Sinclair Refining Co., 395, 11/20/18.

It has established a forty-five minute lunch period,

Philadelphia Rys. Co., 442, 10/24/18.

and a thirty minute lunch period with pay.

Corn Products Refining Co., 130, 11/21/18.

And it has decided that a company should provide board and lodging for one dollar per day and that all meals should be served at the company's camp.

Intermountain Power Co., 440, 11/22/18. Compare Montana Power Co., 583, 2/13/19.

Other questions as to working conditions have been left to negotiation between the workers and the management;

Newsprint Paper, 35, 6/27/18; Bethlehem Steel Co., 22, 7/31/18; Pollak Steel Co., 102, 8/21/18; Smith & Wesson Co., 273, 8/21/18; Standard Wheel Co., 176, 10/25/18; Little Rock Laundries, 233, 11/9/18; St. Louis Coffin Co., 258, 11/19/18; Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18.

in some instances allowing an appeal to the Board in case of disagreement;

Smith & Wesson Co., 273, 8/21/18; Standard Wheel Co., 176, 10/25/18.

in other instances directing the examiner

Little Rock Laundries, 233, 11/9/18.

or the workers

St. Louis Coffin Co., 258, 11/19/18. See also Recommendation in Parlin & Orendorff, 585, 2/12/19.

to appeal to the local authorities if proper sanitary conditions were not established.

On the other hand, where the Board had granted increases in wages and pay for overtime, it refused to order that free meals be furnished workers held after regular hours and that there be no penalization of workers in bad weather.

Northern Indiana Gas & Electric Co., 45, 11/22/18.

WOMEN IN INDUSTRY.

"If it shall become necessary to employ women on work ordinarily performed by men, they must be allowed equal pay for equal work and must not be allotted tasks disproportionate to their strength."

Equal pay for equal work.

The principle which has just been quoted has been restated by the Board in a number of the Awards.

> Newsprint Paper, 35, 6/27/18; General Electric Co., Pittsfield, 19, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; General Electric Co., Schenectady, 127, 7/31/18, sup., 11/22/18; Bridgeport Munition Workers, 132, 8/28/18; Rhode Island Co., 180, 10/2/18; Boston Elevated Ry. Co., 181, 10/2/18; Willys-Overland Co., 95, 10/11/18; Portland Ry., L. & P. Co., 72, 10/24/18; Dayton St. Ry. Co., 150, 10/24/18; Kansas City Rys. Co., 265, 10/24/18; Standard Wheel Co., 176, 10/25/18; Little Rock Laundries, 233, 11/9/18; St. Louis Car Co., 4 a, 11/11/18; St. Louis Coffin Co., 258, 11/19/18; Detroit United Ry. Co., 32 sup., 11/20/18; East St. Louis, C. & W. Ry., 175, 11/20/18; Cumberland Co. P. & L. Co., 432, 11/20/18; Lewiston, A. & W. St. Ry. Co., 448, 11/20/18; Corn Products Refining Co., 130, 11/21/18; Auburn & Syracuse Elec. R. Co., 203, 11/21/18; Syracuse Northern Elec. Ry., 246, 11/21/18; Rochester & Syracuse R. Co., 278, 11/21/18; Empire State Railroad Corp., 289, 11/21/18; Cincinnati Traction Co., 408, 11/21/18; Buffalo & Lake Erie Traction Co., 628, 12/5/18; Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18; Ohio Elec. Ry. Co., Lima Interurban Lines, 627, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; Boston & Worcester St. Ry. Co., 851, 1/15/19; B. F. Sturtevant Co., 393, 1/30/19; Midvale Steel & Ordnance Co., 129, 2/11/19; Madison Machinists, 195, 2/18/19. See also N. Y. C. I. W. Co., Hagerstown, 297, 9/26/18.

In some of these cases the Board has established lower minimum wages for women than were established for men;

> General Electric Co., Pittsfield, 19, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18; Willys-Overland Co., 95, 10/11/18; St. Louis Car Co., 4 a, 11/11/18; Pittsfield Machine & Tool Co., 337, 11/21/18. And see decision on appeal from examiner in Boston Elevated Ry. Co., 181, 12/5/18.

but it did not thereby consent to the paying of lower wages to women than were paid to men for the same work.

The Board has also decided that colored women should receive pay equal to that received by white women for equal work.

Little Rock Laundries, 233, 11/9/18.

Employment of women as conductors.

The employment of women as conductors was considered by the Joint Chairmen as Arbitrators in July, 1918, in the Detroit United Ry. Co. case.

32, 7/31/18.

While there was a closed shop contract between the company and the union, the parties agreed that there should be no discrimination against women or colored men if the necessity for their employment should arise, this agreement was incorporated in the Award, and under it a number of women were employed as conductors. After the signing of the armistice the union protested against the continued employment of the women upon the ground that their services were no longer necessary, and the controversy was brought before the Joint Chairmen as Arbitrators.

Detroit United Ry. Co., 444, 1/18/19.

They pointed out that "This case does not involve the general question of the right of women to pursue, as a livelihood, any employment which they desire. It arises under closed shop restrictions which, under our principles, during the war, we are required to maintain. The issue, therefore, is one of the interpretation

of the contract and the determination of fact to which the contract applies." They found that it was not necessary for the company to employ any more women as conductors and that no more women, except those who had already qualified for employment, should be taken into its service.

"The further issue arises whether we should say to the company, under the contract and circumstances, that it is its duty to discharge the women now in its employ. We find no such express limitation upon the employment of women in the contract. And we feel that without such express provision equity and fair dealing toward the women who have prepared themselves for this employment, changed their residence in order to meet the requirements of the employment, and who doubtless in many instances have come to be dependent on the income received from the employment, require us to hold that no such implication arises from the wording used and that the union must be content with the continued employment of the women" whose cases were under consideration.

In the Cleveland Ry. Co. case,

491, 3/17/19.

where the company had recently discharged its women conductors altho it could have found use for their services, the Board approved the decision in the Detroit case and declared that on the basis of that decision the women should be reinstated. While the employment of women was limited by contract in the Detroit case, there was no such limitation in the Cleveland case.

HOURS OF LABOR.

"The basic eight-hour day is recognized as applying in all cases in which existing law requires it. In all other cases the question of hours of labor shall be settled with due regard to governmental necessities and the welfare, health, and proper comfort of the workers."

I. Industrial cases.

No general rule established.

While the Board has announced that it had under consideration the matter of the determination of the proper working day,

> "The Board hereby announces that it has under consideration the matter of the determination of the proper working day and that the decision here made may be subject to modification when and as the Board comes to a determination in that regard:" Worthington Pump & Mach. Corp., East Cambridge, 14, 7/11/18; Waynesboro cases, 40, 7/11/18. See also Pollak Steel Co., 102, 8/21/18.

it has not yet established any rule as to hours which is of uniform application.

Upon several occasions differences of opinion in the Board resulted in the submission of the question of hours to umpires. The umpires have usually awarded the basic eight hour day, altho one umpire awarded the actual eight hour day and other umpires regarded it as desirable in most cases.

The Board at one time rendered several decisions in favor of a basic forty-eight hour week with a guarantee of a minimum number of hours of employment and provision against excessive overtime.

More frequently it has awarded the basic eight hour day, either stating reasons applicable to the particular cases under consideration or refraining from any statement of reasons. In other cases it has decreed a nine hour day, because the men had asked for it or because the parties had agreed upon it; it has refrained from changing the hours even where the men were working more than eight hours a day; and it has provided for collective bargaining between the parties and left the question of hours to collective bargaining. There are also a few exceptional cases which will be noted later.

Eight hour day awarded by umpires.

In several cases as the Board was unable to reach a decision it committed the question to an umpire. The decision in each of these cases was either in favor of the basic eight hour day or in favor of the actual eight hour day.

Umpire Eidlitz awarded the eight hour day, with such discussion and such provisions for overtime that it seems clear that the basic eight hour day was intended.

Bridgeport Munition Workers, 132, 8/28/18.

Umpire Clark awarded that there should be an actual eight hour day, that overtime should not be worked except in case of an emergency, and that nothing should be held to be an emergency unless so declared by three votes on a joint board to consist of two members representing the employers and two members representing the employees.

Wheeling Molders, 37 b, 9/16/18.

Umpire Ford was asked simply whether or not the machinists should be granted a basic eight hour day with higher rates for overtime. He replied in the affirmative, but added that very few emergencies justified the practice of exceeding eight working hours, and urged adherence to the actual eight hour day.

Wheeling Machinists, 37 a, 10/30/18.

These three cases were the only ones involving hours of labor which were decided by umpires before the signing of the armistice. But umpires have been called upon to decide several such controversies since November 11th.

In the case of the Iron Molders of Elizabeth

160, 12/17/18.

the hearing before Umpire Mack was on Dec. 7 and the Award was to be effective only until Dec. 31. The Award was expressly based solely upon conditions as they existed at that particular time. The umpire said that the demand for the eight hour day was fully justified and that there was abundant reason to believe that in the long run a change in the actual working day from nine to eight hours would not lessen production, but that under the particular conditions existing at the time of the Award he did not feel able to go further than to award the basic eight hour day. He declared that the working of overtime should be regarded as an abnormal condition, but allowed such work if paid for at overtime rates.

Umpire Mack also decided the case of the Molders of Warren, Ohio.

437, 1/8/19.

At the hearing the men had asked for the actual, not the basic, eight hour day. The umpire said, "If the Award had been made at that time, this request might well have been granted, with proper provisions for overtime only in emergency, to be determined by the parties jointly. For the brief remaining period, such provisions are not essential."

Umpire McChord awarded the basic eight hour day to the Machinists of Madison, Wisconsin.

195, 2/8/19.

Decisions of Board in favor of forty-eight hour week.

The Board itself has awarded a 48 hour week in several cases, most of which were decided in October, 1918. It has said,

"The regular working time of each full week shall consist of 48 hours, divided into six daily periods of 8 hours. All time worked in excess of 8 hours within any one day, or 48 hours within any one full week, shall be considered overtime and shall be paid for at the rate of time and a half, but any time worked on Sundays or holidays shall be considered extra time and shall be paid for at the rate of double time.

"By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

"It is further provided that no worker shall be entitled to payment for overtime or extra time unless he shall work 48 hours in said full week (or 40 hours when a holiday intervenes), except in the case of illness, accident, misfortune, or other just and necessary cause."

Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Saginaw Machinists, 147, 10/25/18; Gem Metal Products Corp., 591, 12/17/18; American Locomotive Co., Schenectady, 61, 10/9/18, in the last of which by agreement between the parties all but the first two paragraphs were subsequently stricken out. The language quoted with the exception of the last sentence was used in B. F. Sturtevant Co., 393, 1/30/19.

In each of these Awards there are other provisions which guarantee a minimum number of hours of work each week to each worker who is employed on the first day of the week,

See section on Guarantee of minimum number of hours.

which guard against excessive overtime work,

See section on Provisions against excessive overtime.

and which establish a committee system for carrying the provisions as to hours into effect.

The Board has also awarded a 48 hour week in other cases in which the right to overtime pay does not seem to be based upon the weekly record.

In Pressmen's Union of Chicago, 105, 9/27/18, the Board announced briefly that "The hours of night workers shall be 48 per week as at present." But in that case the pressmen's contract provided for eight hours work with higher pay for overtime and the union was asking for a reduction from 48 to 45 hours a week for all night workers. The case, therefore, is not to be regarded as substituting a 48 hour week for an 8 hour day.

In American Locomotive Works, Paterson, 338, 11/20/18, where the men wanted a Saturday half holiday, the Board awarded a 48 hour week, leaving the number of hours to be worked each day to the company and a committee representing the employees. The men who were asking for this Award declared at the hearing that under it overtime should be paid for time worked beyond the daily schedule of hours.

In Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18, the Board decided that "the number of working hours shall be the same as at present, namely 48 hours per week." But in that case there were basic days of 8 hours and 40 minutes for five

days in the week and 4 hours and 40 minutes for Saturday, and overtime was paid for all time worked after this period each day.

Decisions of Board in favor of basic eight hour day.

The Board has made several Awards and Recommendations in favor of the basic eight hour day. In the first of the Awards the decision was based upon the urgent need of uninterrupted production in the plants of the company involved.

> Worthington Pump & Mach. Corp., East Cambridge, Mass., Buffalo, N. Y., 14, 7/31/18.

In other cases, as pointed out in the Awards, the decisions were based upon agreements between the employers and the employees,

> Sinclair Refining Co., 395, 12/15/18; Decker & Sons, 235, 2/12/19; Portland Ry., L. & P. Co., 567, 2/19/19; Wilkesbarre cases, 638, 2/20/19. This was true of Corn Products Refining Co., 130, 11/21/18, altho not so stated in the Award. See also Eastern Steel Co., 418, 1/15/19; American Clay Machinery Co., 879, 1/15/19; American & British Mfg. Co., 594, 2/12/19.

upon the custom of the plant

> Molders, Ridgway, 349, 12/20/18; Recommendation in Crown Cork & Seal Co., 830, 2/11/19. It appears from the records that the Awards in National Refining Co., 97, 8/28/18; Midvale Steel & Ordnance Co., 129, 2/11/19, also were based upon custom existing in those plants. The Award in Machinists, Philadelphia, 400, 12/20/18, was that existing hours should continue until changed by agreement. The eight hour basic day seems to have been the rule in the plants involved, except that the night workers in one plant worked twelve hours five nights per week.

or upon the custom of similar plants in the localities in which the plants were situated.

> Molders, Ridgway, 349, 12/20/18; Recommendations in Bethlehem Steel Co., Lebanon, 419, 1/15/19; Lebanon Valley Iron Co., 420, 1/15/19; Burden Iron & Steel Co., 421, 1/15/19; Cohoes

Rolling Mill Co., 422, 1/15/19; Milton Mfg. Co., 422 a, 1/15/19; Pennsylvania Iron & Steel Co., 422 b, 1/15/19; Carpenter Steel Co., 913, 2/12/19.

In still other cases the Awards themselves do not show the reasons for the decisions.

Coal Dock Operators, 201, 10/24/18; National Car Coupler Co., 328, 11/19/18; Reading Iron Co., 416, 11/19/18; Intermountain Power Co., 440, 11/28/18. See also Award by Joint Chairmen as Arbitrators in Sloss-Sheffield Steel & Iron Co., 12, 7/31/18.

In a case involving a number of plants in which the employers and employees had agreed upon the eight hour day, the Board decided that the managers and workers in each plant might by mutual agreement so lengthen the daily working schedule as to permit of a Saturday half holiday.

Metal Trades of Denver, 178, 10/25/18. See also Molders, Ridgway, 349, 12/20/18; Wilkesbarre cases, 638, 2/20/19.

Other Awards on hours.

In Newsprint Paper,

35, 6/27/18.

while the Board awarded the basic eight hour day to all employees working inside the mills and to mechanics and repair men, it awarded a basic nine hour day to all employees who worked regularly outside the mills. And in General Electric Co., Schenectady,

127, 7/31/18, Award by Joint Chairmen as Arbitrators, followed by Award by Board in G. E. Co., Lynn, 231, 10/24/18.

where the women were working only 48½ hours per week and the men only 50 hours, the request for a 48 hour week was not granted because of the difficulty of adjusting the wage scale to such small changes in hours. When it was subsequently shown that the night

shift at the Schenectady plant was working 55 hours per week, those hours were reduced to 50 per week.

127 sup., 11/22/18.

In later cases basic nine hour days have been awarded when the men had asked for them,

> Molders, Williamsport, 355, 12/20/18. They had subsequently attempted to amend the joint submission into a submission of a claim for a basic eight hour day, but the employers refused to consent to the amendment and the Board therefore refused to consider any modification of the original claim. The Award provides, "By mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week."

or when both sides had agreed to such a day.

> Nine hours six days in the week: N. Y. C. I. W. Co., Hagerstown, 297, 9/26/18.
> Nine hours for five days with a five hour Saturday: St. Louis Coffin Co., 258, 11/19/18; Baker Mfg. Co., 335, 2/19/19. In 335 night men were given ten hours for five nights per week.

The Board has also at times refrained from changing the hours even where the men were working more than eight hours per day;

> In Waynesboro cases, 40, 7/11/18, the men worked ten hours on five days, with a five hour Saturday. They asked for nine hours the first five days. The Board did not change the number of hours but announced that "it has under consideration the matter of the determination of the proper working day and that the decision here made may be subject to modification when and as the Board comes to a determination in that regard." The Award provides, however, that in case of depression, hours be reduced before men are laid off.
> In Pollak Steel Co., 102, 8/21/18, some of the day men were working ten hours, while the night men were working twelve hours five nights a week. The request was for an eight hour day. The Section was unable to agree upon the question of hours and said that the workday which was in effect might be modified when the Board reached a decision as to the proper length of the working day.

In Union Carbide Co., 174, 1/15/19, the men asked for an eight hour day. About 55 % of the employees were on 8 hour shifts and 45 % were on a 60 hour week, reduced to a 55 hour week by an attendance bonus which gave to the punctual employees a Saturday afternoon holiday with pay. The Board decided that the hours of labor should "continue as at present" but that the attendance bonus might be discontinued. The employers had said that the 10 hour day was usual in the section.
In American Locomotive Co., Richmond, 739, 1/29/19, the men sought a week of eight hours on five days and a five hour Saturday. They were awarded nine hours on five days and a five hour Saturday. The night force was to work eleven and a half hours five nights, with no work on Saturday. These hours were awarded because observed in a nearby plant of the same company.
In Baker Mfg. Co., 335 a, 2/19/19, where men who were working on a nine hour day asked for an eight hour day, the Board decreed that "The hours shall remain as heretofore."

and it has refused to award a 44 hour week.

Painters, Philadelphia, 230, 11/19/18. In Northern I. G. & E. Co., 45, 11/22/18, where the men were working 8 ½ hours on five days and 4 ½ hours on Saturday and sought a 44 hour week the Board declined to change the hours.

except where it was in effect under an agreement.

This was the case of men engaged in outside work in Painters, Philadelphia, 230, 11/19/18.

The award in Corn Products Refining Co.,

130, 11/21/18.

however, provides that "Those operations which are continuous during the twenty-four hours shall be conducted by three shifts of eight hours each," and that "Where the operation is necessarily and generally carried on for seven days in the week, it is imperative that provision should be made for relief gangs so that the employees in such operations may be relieved from duty on some day of the week."

Designation of hours of work.

Some of the decisions designate the hours between which work shall be done;

> Newsprint Paper, 35, 6/27/18; National Refining Co., 97, 8/28/18. See also Corn Products Refining Co., 130, 11/21/18; Portland Ry., L. & P. Co., 567, 2/19/19. In Intermountain Power Co., 440, 11/22/18, the Award reads, "Eight hours, between the hours of 8 A. M. and 5 P. M., shall constitute a day's work. The men shall go to and from their work on their own time; provided, however, that such time going to and from work shall not exceed one-half hour per day. One hour for dinner, between the hours of 12 M. and 1 P. M., shall be allowed, and time traveling to and from dinner shall be on the company's time."

and others make provision for a luncheon period.

> 45 minutes: Philadelphia Rys. Co., 442, 10/24/18; where there are three shifts daily, 30 minutes with pay: Corn Products Refining Co., 130, 11/21/18. See also Intermountain Power Co., 440, 11/22/18, quoted in preceding note.

The Board has also declared that by mutual agreement between the management and the workers the daily working schedule may be so lengthened as to permit of a half holiday on one day of each week.

> American Locomotive Co., Schenectady, 61, 10/9/18; Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Saginaw Machinists, 147, 10/25/18; Metal Trades of Denver, 178, 10/25/18; American Locomotive Works, Paterson, 338, 11/20/18; Gem Metal Products Corp., 591, 12/17/18; Molders, Ridgway, 349, 12/20/18; Molders, Williamsport, 355, 12/20/18; B. F. Sturtevant Co., 393, 1/30/19.

Sundays and holidays.

Several Awards declare that the holidays shall be those which are recognized by state law;

> Waynesboro cases, 40, 7/11/18; Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18; Madison Machinists, 195, 2/18/19.

other Awards, with or without agreement between the parties, designate the days which shall be treated as holidays;

> Four days named: the holidays may be changed by mutual consent of employer and employees in each mill; 36 hours allowed for Christmas holiday only; Newsprint Paper, 35, 6/27/18; eight days named: National Refining Co., 97, 8/20/18; seven days and Sundays: Sinclair Refining Co., 395, 11/20/18; six days: Corn Products Refining Co., 130, 11/21/18; Molders, Williamsport, 355, 12/20/18; Decker & Sons, 235, 2/12/19. The following Awards were declared to be by agreement between the parties: eight days: N. Y. C. I. W. Co., Hagerstown, 297, 9/26/18; six days: St. Louis Car Co., 4 a, 10/11/18.

while still other Awards leave the question to committees representing the management and the workers.

> Bethlehem Steel Co., 22, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18.

In the Corn Products case

> 130, 11/21/18.

it is provided that "There shall be no work on Labor Day with the exception of the fire protection force required by law and double time shall be paid that force."

In the case of the National Refining Co.

> 97, 8/20/18.

the Board decided that "Men engaged for regular shift work which the necessities of the industry require to be done seven days per week shall receive overtime pay only for hours worked in excess of eight hours, that is, for these men, Sundays and holidays shall be considered as regular working days so far as overtime is concerned." But it will be remembered that in the Corn Products Award

130, 11/21/18. On this portion of the Award the parties were in accord

which was handed down three months later, the Board declared that "Where the operation is necessarily and generally carried on for seven days in the week, it is imperative that provision should be made for relief gangs so that the employees in such operations may be relieved from duty on some day of the week." That Award provided that "in continuous operations double time shall not apply to Sunday work where one day off is given in seven." To the same effect was the Award in Reading Iron Co.,

416, 11/19/18.

followed by Recommendations in a number of other cases,

Bethlehem Steel Co., Lebanon, 419, 1/15/19; Lebanon Valley Iron Co., 420, 1/15/19; Burden Iron & Steel Co., 421, 1/15/19; Cohoes Rolling Mill Co., 422, 1/15/19; Milton Mfg. Co., 422 a, 1/15/19; Pennsylvania Iron & Steel Co., 422 b, 1/15/19.

that "the double time for Sunday work will not apply to blast furnaces nor in continuous operations where the employees have one day off in seven." And in Decker & Sons,

235, 2/12/19.

while the Board awarded double time for Sunday work, it declared that "Where the operation is necessarily and generally carried on for seven days of the week, provision may be made by relief gangs or otherwise, so that the employees in such operations may be relieved from duty on some day of the week, and in case of such relief on any other day of the week, double time shall not be allowed for work on Sunday of such week."

See also Recommendation in Carpenter Steel Co., 913, 2/12/19; and agreement in Portland Ry., L. & P. Co., 567, 2/19/19.

Payment for overtime.

The Board does not follow an invariable rule in fixing the payment for overtime work, altho the decisions are fairly uniform. While it has often decided that time and a half should be paid for all overtime,

> Newsprint Paper, 35, 6/27/18; Waynesboro cases, 40, 7/11/18; General Electric Co., Pittsfield, 19, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18; Wheeling Molders, 37 b, 9/16/18; American Locomotive Co., Schenectady, 61, 10/9/18; Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Coal Dock Operators, 201, 10/24/18; Saginaw Machinists, 147, 10/25/18; Wheeling Machinists, 37 a, 10/30/18; St. Louis Coffin Co., 258, 11/19/18; National Car Coupler Co., 328, 11/19/18; Reading Iron Co., 416, 11/19/18; General Electric Co., Schenectady, 127 sup., 11/22/18; Intermountain Power Co., 440, 11/22/18; Iron Molders, Elizabeth, 160, 12/17/18; Gem Metal Products Corp., 591, 12/17/18; Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18; Molders, Ridgway, 349, 12/20/18; Molders, Williamsport, 355, 12/20/18; Molders, Warren, Ohio, 437, 1/8/19; Midvale Steel & Ordnance Co., 129, 2/11/19; Madison Machinists, 195, 2/18/19; Baker Mfg. Co., 335, 335 a, 2/19/19; Wilkesbarre cases, 638, 2/20/19. See also Sinclair Refining Co., 395, 11/20/18; Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19; Crown Cork & Seal Co., 830, 2/11/19; American & British Mfg. Co., 594, 2/12/19; Carpenter Steel Co., 913, 2/12/19; and Recommendations in Nos. 419, 420, 421, 422, 422 a, 422 k, rolling-mill cases decided 1/15/19.

with double time for work on Sundays and holidays,

> Waynesboro cases, 40, 7/11/18; Sloss-Sheffield Steel & Iron Co., 12, 7/31/18; St. Joseph Lead Co., 16, 7/31/18; Bethlehem Steel Co., 22, 7/31/18; Bridgeport Munition Workers, 132, 8/28/18; Wheeling Molders, 37 b, 9/16/18; American Locomotive Co., Schenectady, 61, 10/9/18; Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis

Car Co., 4 a, 10/11/18; Standard Wheel Co., 176 10/11/18; Coal Dock Operators, 201, 10/24/18; Saginaw Machinists, 147, 10/25/18; Wheeling Machinists, 37 a, 10/30/18; St. Louis Coffin Co., 258, 11/19/18; National Car Coupler Co., 328, 11/19/18; Reading Iron Co., 416, 11/19/18; Intermountain Power Co., 440, 11/22/18; Iron Molders, Elizabeth, 160, 12/17/18; Gem Metal Products Corp., 591, 12/17/18; Worthington Pump & Mach. Corp., Cudahy, 163, 12/20/18; Molders, Ridgway, 349, 12/20/18; Molders, Williamsport, 355, 12/20/18; Molders, Warren, Ohio, 437, 1/8/19; Midvale Steel & Ordnance Co., 129, 2/11/19; Decker & Sons, 235, 2/12/19; Madison Machinists, 195, 2/18/19; Baker Mfg. Co., 335, 2/19/19; Wilkesbarre cases, 638, 2/20/19. See also Sinclair Refining Co., 395, 11/20/18; Emerson-Brantingham Co., Batavia, Ill., 106, 1/29/19; Crown Cork & Seal Co., 830, 2/11/19; American & British Mfg. Co., 594, 2/12/19; Carpenter Steel Co., 913, 2/12/19; Baker Mfg. Co., 335 a, 2/19/19; and Recommendations in Nos. 419, 420, 421, 422, 422 a, 422 b, rolling-mill cases decided 1/15/19.

it has also awarded double time for work on Saturday afternoons,

St. Louis Coffin Co., 258, 11/19/18. See also Recommendation as to carpenters in Building Trades of San Antonio, Tex., 216, 1/30/19.

and for some work late at night by those who are not night shift men.

In National Refining Co., 97, 8/28/18, it provided that "For each call to fight fire at night the workers shall be paid for two and a half hours at least, at double time."
At the hearing in American & British Mfg. Co., 594, 2/12/19, which was not a joint submission case, the parties agreed that double time should be paid for work after midnight by men who had prior thereto worked eight hours, and the Recommendation of the Board included this provision.
In Montana Power Co., 583, 2/13/19, the Board decided that "Overtime shall be paid to all employees under this agreement, except such employees for whom overtime conditions have already been specified, as follows: All overtime in excess of the regular working hours shall be paid for at the rate of one and one-half time straight time, except time after 10 P.M. until return to shop, or camp, or temporary quarters, at the company's option, after release from work, which time shall be paid for at the rate of double time. Excepting also as to both of the above provisions, cases of swing shift or regular shift, established as regular working hours. In which case the rates for regular working hours shall apply, and the same rules for

overtime shall apply in computing overtime. It is further provided that on night calls, employees called prior to 10 P.M. shall receive time and one-half until 10 P. M. and double time after 10 P. M. until released from work, as provided above. Employees called between the hours of 10 P. M. and 3 A.M. shall receive double time until released from work as provided above. Employees called between the hours of 3 A.M. and 6 A.M. shall receive double time until 8 A.M. at which time it shall be construed that a regular shift is begun at straight time. Employees called between 10 P.M. and 6 A.M. shall receive not less than one-half day's regular pay."

In Sloss-Sheffield Steel & Iron Co.,

12, 7/31/18. See also Decker & Sons, 235, 2/12/19.

the Joint Chairmen as Arbitrators awarded time and a quarter for work between eight and ten hours and time and a half for work over ten hours; but in another case which was decided by them on the same day

St. Joseph Lead Co., 16, 7/31/18.

they awarded time and a half for work between eight and ten hours and double time for work after ten hours. A later case

Corn Products Refining Co., 130, 11/21/18.

establishes time and a half for overtime after eight hours and double time after twelve hours. The provision in the Hagerstown case

N. Y. C. I. W. Co., 297, 9/26/18.

that time and a half should be paid for work on holidays was due to an agreement between the parties.

A number of decisions on payment for Sunday work where the nature of the industry places the work on an exceptional basis are

stated in the preceding section. A somewhat similar problem is dealt with in the Newsprint Paper Award,

35, 6/27/18.

which decides that "Whenever tour workers are required to work overtime for more than two weeks to fill a vacancy, all overtime over two weeks shall be paid for at double-time rates. If, however, the employer is unable to fill such vacancy, he may apply to the union to furnish a suitable man to fill same, and if the union is unable to furnish the required man the employer shall be required to pay only at the rate of time and a half until the vacancy is filled."

The Board has also awarded that overtime rates are to be paid for traveling during overtime hours;

> National Refining Co., 97, 8/28/18. See also Sinclair Refining Co., 395, 11/20/18. Compare Intermountain Power Co., 440, 11/22/18.

and that in calculating the overtime rate for piecework the piece rate, and not the day rate, is to be used as a basis, if this course is feasible.

> General Electric Co., Schenectady, 127, 7/31/18. This Award adds, "Provided that this change from former practice shall be found by the supervising examiner to be impracticable or subject to abuse, he may direct a return to former practice and fix adequate proportionate day rates upon which all overtime shall be calculated." On overtime for piecework see also Bethlehem Steel Co., 22, 7/31/18.

Provisions against excessive overtime.

Those Awards which establish 48 hour weeks provide, however,

that "Excessive overtime shall not be exacted or permitted; and, in order that the same may be kept within reasonable limits, it is hereby decreed that where, in any one day, more than two hours overtime in excess of eight hours is required, then, for that day, overtime shall be paid without regard to whether or not the worker shall, during that week, have worked the weekly schedule provided for."

Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Gem Metal Products Corp., 591, 12/17/18; Saginaw Machinists, 147, 10/25/18; B. F. Sturtevant Co., 393, 1/30/19; American Locomotive Co., Schenectady, 61, 10/9/18, in the last of which this paragraph was subsequently stricken out by agreement of the parties.

Guarantee of minimum number of hours.

The Awards which establish 48 hour weeks also declare that "The employer shall guarantee to each worker who shall be employed on the first day of any week the opportunity to work at least 44 hours in such week, or 36 hours where a holiday intervenes, exclusive of overtime or extra time, and in default of providing such employment shall pay the worker full wages for such hours, exclusive of overtime and extra time."

Mason Machine Works, 111, 10/9/18; United Engineering & Foundry Co., 157, 10/9/18; St. Louis Car Co., 4 a, 10/11/18; Standard Wheel Co., 176, 10/11/18; Saginaw Machinists, 147, 10/25/18; American Locomotive Co., Schenectady, 61, 10/9/18, in the last of which this paragraph was subsequently stricken out by agreement of the parties.

An Award which does not deal with the 48 hour week declares that "When workers are called out after midnight, each worker so called out shall receive at least four hours' pay for each call,"

Northern Indiana Gas & Electric Co., 45, 11/22/18.

while another Award provides that "For each call to fight fire at night the workers shall be paid for two and a half hours at least, at double time. If sent away from his home station to work, an employee shall receive not less than eight hours for each day away and shall be allowed time for traveling to and from the job, and overtime rates for traveling during the overtime hours."

National Refining Co., 97, 8/28/18. Same provision except as to fighting fires in Sinclair Refining Co., 395, 11/20/18.

In the Waynesboro cases

40, 7/11/18.

it was decided that in case of depression hours should be reduced before men were laid off.

Questions referred to committees.

As we have already seen, the Board has sometimes created a permanent committee of two members representing the employer and two members representing the employees to deal with problems concerning overtime work; it has sometimes intrusted to a committee the problems concerning holidays and weekly work periods; and it has sometimes left the entire subject of hours to collective bargaining between the parties.

See pages 13 to 24

II. Street Railway cases.

Factors involved are different from those involved in industrial cases.

Many of the cases before the Board have been controversies between street railway companies and their employees; but the question of hours has been of importance in only a few of these cases. The main question has been concerning wages, the companies usually contending that they were unable at the existing rates of fare to grant the increases in pay which were sought and that, unlike industrial enterprises, they were forbidden by law to make greater charges for their services in order to pay higher wages. We shall consider later the manner in which the Board has met these contentions. It is sufficient here to point out this reason why many cases which did not involve hours were brought before the Board.

Moreover, while in industrial cases there were usually no existing contracts between the employers and the employees, there were such contracts in nearly all of the street railway cases, and while even there the Board could pass upon the future relations between the parties, the Board has not usually felt that it was necessary for it to make changes in the contracts which affected hours or working conditions.

In the third place, in industrial plants the amount of work which is to be done is fairly uniform throughout the day, so that the essential question concerning hours is simply as to the total amount of working time. But a street-car company cannot economically furnish such continuous work to all of its motormen and con-

ductors, so that when street-car men complain of their hours the complaint is usually not concerning the number of working hours but concerning the amount of elapsed time between the beginning and the end of the day's work.

These three explanations show why, in spite of the large number of street railway cases which have come before the Board, relatively few of the Awards have brought about any changes in the hours of motormen and conductors, and why where changes have been made they have usually involved elapsed time rather than actual working time.

Street railway hours.

In street railway cases the Board has not fixed a maximum number of hours for a working day nor has it established a basic day;

> See, for example, Cleveland, Southwestern & Columbus Ry. Co., 57, 7/31/18; Public Service Ry. Co., 69, 7/31/18; Cleveland, Painesville & Eastern R. Co., 193, 7/31/18; Portland Ry., L.& P. Co., 210, 11/21/18; and also Kansas City Rys. Co., 265, 10/24/18.

but it has sought to remedy the more extreme cases of elapsed time or undue spread of working hours by providing for the payment of bonuses for runs exceeding a maximum number of hours of such elapsed time.

> Cleveland Ry. Co., 31, 7/31/18; Detroit United Ry. Co., 32 7/31/18; Public Service Ry. Co., 69, 7/31/18; Omaha & Council Bluffs St. Ry. Co., 154, 7/31/18; Kansas City Rys. Co., 265 10/24/18; Denver Tramway Co., 173, 11/20/18. See, however, Boston Elevated Ry. Co., 181, 10/2/18.
> The further provision that "Whenever there is a break or layoff time in any of the scheduled runs of 45 minutes or less, such period shall be paid for at the rates prescribed in this Award and shall be considered to be a part of the platform time" is also contained in 31, 32, 69, 154, 265.

As a rule it has not changed previously existing conditions except as to wages.

See, for example, Columbus Ry., P. & L. Co., 146, 7/31/18.

When it has established payment for overtime, the overtime has not been time over a basic day but time over scheduled runs.

> Detroit United Ry. Co., 32, 7/31/18, 32 sup., 12/6/18; Public Service Ry. Co., 69, 7/31/18; Cleveland, Painesville & Eastern R. Co., 193, 7/31/18; Kansas City Rys. Co., 265, 10/24/18; Portland Ry., L. & P. Co., 210, 11/21/18, 210 sup., 1/15/19..
> Nos. 31, 32, 69, 154, 193, 210, 265 contain this provision:- "No motorman or conductor, however, who regularly is assigned a schedule run paying more than eight hours platform time, shall be required or allowed to run any such extra trip or do extra work or tripper service unless there are no available extra men to do such work."
> In a number of cases the request for overtime for work beyond scheduled runs (Boston & Worcester St. Ry. Co., 851, 1/15/19) or beyond a basic day (Ohio Elec. Ry. Co., Lima City Lines, 296, 1/15/19; Ohio Elec. Ry. Co., Zanesville Lines, 627 a, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19; see also first note in this section) was not granted. The Board has sometimes met such requests by saying that "Existing working conditions.....shall be continued."

Minimum guarantees for extra men have been increased in a few cases;

> Public Service Ry. Co., 69, 7/31/18; and see agreement in Wilmington & Philadelphia Traction Co., 475, 1/15/19. Guaranteed wages of women; Kansas City Rys. Co., 265, 10/24/18.

but in other cases in which the men had asked for an increase in the existing guarantee the Board has not made the increase.

> United Traction Co., 96, 7/31/18; Kansas City Rys. Co., 265, 10/24/18; Ohio Elec. Ry. Co., Lima City Lines, 296, 1/15/19; Ohio Elec. Ry. Co., Lima Interurban Lines, 627, Zanesville Lines, 627 a, Springfield Interurban Lines, 627 b, Newark Lines, 627 c, 1/15/19. The Board has sometimes met this request by saying that "Existing working conditions ...shall be continued."

In two cases it has provided that runs on Sundays and holidays should be straight runs with no more than eight hours time;

Cleveland Ry. Co., 31, 7/31/18; Detroit United Ry. Co., 32, 7/31/18. See, however, 37 sup., 12/6/18, which provides that "Runs on Sundays and holidays shall as far as possible all be straight runs of no more than eight hours time, but they may exceed eight hours time if absolutely necessary, provided the company pays time and a half for all time in excess of eight hours."

while in a few cases it has provided that night runs should all be straight runs with no more than eight hours time and with ten hours pay.

Cleveland Ry. Co., 31, 7/31/18; Detroit United Ry. Co., 32, 7/31/18; Kansas City Rys. Co., 265, 10/24/18.

MAXIMUM PRODUCTION.

"The maximum production of all war industries should be maintained and methods of work and operation on the part of employers or workers which operate to delay or limit production, or which have a tendency to artificially increase the cost thereof should be discouraged."

Upon several occasions the Board has urged both parties to the controversy to do everything in their power to maintain the maximum production of war necessities and to cooperate in every way to attain this end.

> Pollak Steel Co., 102, 8/21/18; Willys-Overland Co., 95, 10/11/18. See also Award by agreement of parties in N. Y. C. I. W. Co., Hagerstown, 297, 9/26/18.

In Detroit United Ry. Co.

> 32, 7/31/18. See also Detroit United Ry. Co., 444, 1/18/19, and page 34, supra.

the parties agreed that, in spite of a closed shop contract between the company and the union, there should be no discrimination against women or colored men if the necessity for their employment should arise, and this agreement was incorporated in the Award.

It appeared beyond doubt in Bethlehem Steel Co.

> 22, 7/31/18.

that "the discrimination among the employees of the company has had and is having a seriously detrimental effect upon the production of war materials absolutely necessary to the success of the American Expeditionary Forces. This was clearly developed in the testimony of the officials of the Ordnance Department. The main

cause of the dissatisfaction is a bonus system so complicated and difficult to understand that almost one-half of the time of the hearings was consumed in efforts to secure a clear idea of the system. The absence of any method of collective bargaining between the management, and the employees is another serious cause of unrest, as is also the lack of a basic guaranteed minimum-wage rate." The Board attempted by its decision to remove the causes of this dissatisfaction.

The workers in Northern Indiana Gas & Electric Co.

45, 11/22/18.

demanded that foremen on jobs be not allowed to use tools, but this demand was denied because "inconsistent with the times and unreasonable in view of the present necessity for the fullest possible utilization of the forces of production."

In the Newsprint Paper case,

35, 6/27/18.

however, the Award declared that "Foremen and boss machine tenders shall not do manual labor in excess of ten per cent of the time." In interpreting this section

1/28/19.

it was decided that it applied to a boss machine tender when acting as foreman, but that when acting under a foreman the section would not apply as limiting his manual labor to only ten per cent of his time.

The Board also sustained the contention of the pressmen of the Butterick Publishing Co.

752, 1/15/19.

that one pressman should operate but one two-color press, in accordance with the general practice in Greater New York, altho the shop practice in the Butterick plant had been otherwise;

> "The record shows that it is the general practice in Greater New York for pressmen to confine their labors to one press of this character. It is claimed by the representatives of the unions that this condition was brought about in other establishments because it was unsafe for a pressman to take care of two presses at one time. On the other hand it is contended by the employers that a pressman can operate two of these presses without any great difficulty and that to confine the labors of a pressman to one press is a great economic loss." The Board approved the report of the Section of the Board assigned to the case which declared that "the business of the complainant is not placed at a disadvantage with establishments of like character by complying with the general rule in this instance."

and it has declared in several cases that an apprenticeship system should be established by mutual agreement between the company and the shop committee.

> Waynesboro cases, 40, 7/11/18; St. Louis Car Co., 4 a, 10/11/18; Saginaw Machinists, 147, 10/25/18; St. Louis Coffin Co., 258, 11/19/18. Provision should be made for a reasonable number of apprentices: 4 a, 258. Apprentices should be given an opportunity to learn a trade under circumstances as to character of work and compensation as may be agreed upon between committees of the men and their employers: 40.

_A _P _P _E _N _D _I _X _

PROCEDURE IN ELECTIONS OF SHOP COMMITTEES

In cases where elections are required to be held for the purpose of selecting Shop Committees, the following shall be the procedure:

1. Number of Committeemen.

Shop Committees shall be selected to meet with an equal or a lesser number of representatives to be selected by the employer. Each department or section of the shop shall be entitled to one committeeman for each one hundred employees employed in the department or section. If in any department or section there shall be employees in excess of any even hundred, then an additional committeeman may be elected provided the additional employees beyond the even hundred shall be fifty or more; if less than fifty, no additional representation shall be allowed. As an example: In a department or section employing 330 men, three committeemen will be elected; in a department employing 375 men, four committeemen will be elected.

2. Nominations.

Due notice having been given of an election, 10 days shall be allowed during which nominations may be made for candidates. In order that a candidate's name may appear on the ballot, such person must be nominated either at a meeting of the employees or any part of them duly called for that purpose, or by petition signed by not less than 10 per cent of those qualified to vote for any candidate so nominated.

a. By Convention.

Meetings for nomination of candidates may be held at any places named in the calls for the same. The nominations and the attendance of at least 10 per cent of the persons entitled to vote for nominees at any such meeting must be certified to by the chairman and secretary of the meeting.

b. By Petition.

All nominating petitions must clearly name the candidate or candidates and have the signature of not less than 10 per cent of the bona fide employees qualified to vote for such candidate.

c. Filing Nominations.

Nominations made either by meeting or by petition must be sent to the examiner of the National War Labor Board not later than 10 days after the notice of election is given, and the election shall be held on the fifth day next succeeding unless such day should be Saturday or Sunday or a holiday, in which event the election shall be held on the next successive work day.

d. Publishing Lists of Nominees.

Lists of candidates selected by convention or petition and distinctively designated, may be posted by their respective supporters on a bulletin board to be provided by the employer, convenient to the voting booths, to assist voters in marking their ballots.

3. Elections.

a. Place

The election shall be held in the place where the largest total vote of the men can be secured, consistent with fairness of count and full and free expression of choice, either in the shop on in some convenient public building, as the chief examiner shall decide after conference, if need be, with the Secretary of the National War Labor Board.

b. Election Officers.

The election shall be conducted under the supervision of an examiner of the National War Labor Board, who shall select as assistants two or more employees of the department or section for which the election is held. These persons shall constitute the Election Board, which will conduct the election, count the votes, and certify as to the correctness of the count.

An employee of the company to be nominated by the employer, who shall preferably be the timekeeper or someone connected with the proper department or section, who is qualified to certify to and identify the voters as bona fide employees, shall assist the Election Board in its duties.

c. Freedom from Undue Influence.

All elections shall be held in accordance with the Australian or secret ballot. The names of all the nominees shall be printed in alphabetical order on the ballot, which shall clearly state the number to be voted for. This ballot shall be in the form that it may be folded so as to conceal the nature of the vote. Each employee presenting himself shall be certified to as qualified to vote and handed a ballot

by the tellers. Upon indicating upon the ballot by marking a cross opposite the names of the candidates for whom the employee wishes to vote he shall himself place it in the ballot box. A booth or booths shall be provided where the employee may indicate his choice free from observation.

Foremen and other officials of the company shall absent themselves from the election to remove ground for a claim of undue influence.

d. Declaration of Election.

The candidates receiving the greatest number of votes shall be declared elected by the Election Board. In the event of a tie vote, the examiner of the National War Labor Board shall call for a new election within five days.

4. Change of Procedure by Agreement.

After the initial election under the supervision of the examiner of the National War Labor Board, subsequent elections and any general rules or regulations pertaining to the selection of Shop Committees may be carried out through agreement between the employer and the committee so elected. Proper provision should be made for reports of the Shop Committees from time to time to their respective constituencies.

Approved by the Joint Chairmen, October 4, 1918.